which invites alteration, would estop the obligor from setting up any such forgery. *Harvey* v. *Smith*, 55 Ill. 224; *Garrard* v. *Haddan*, 67 Pa. St. 82; *Young* v. *Grote*, 4 Bing. 253. *Cf. Knoxville National Bank* v. *Clark*, 51 Ia. 264, 1 N. W. 491; *Greenfield Savings Bank* v. *Stowell*, 123 Mass. 196; *contra*, *Colonial Bank of Australasia* v. *Marshall*, [1906] A. C. 559. But if an instrument is properly drawn there is no duty of care to see that it does not get into the hands of a forger. *Patent Safety Gun Cotton Co.* v. *Wilson*, 49 L. J. C. P. 713; *Baxendale* v. *Bennett*, 3 Q. B. D. 525. See *Shepard & Morse Lumber Co.* v. *Eldridge*, 171 Mass. 516, 528, 51 N. E. 9, 14; *Bank of Ireland* v. *Trustees of Evans Charities*, 5 H. L. C. 389; *Arnold* v. *Cheque Bank*, 1 C. P. D. 578, 588. Accordingly there was no basis for an estoppel as to the second forgery, and the principal case seems wrong in allowing the purchaser to demand reimbursement from the obligor.

CARRIERS — PASSENGERS: PERSONAL INJURIES TO PASSENGERS — RIGHT TO RECOVER FOR INSULTS OF A SERVANT ALTHOUGH SUBJECT TO EJECTION. — In a case of connecting carriage, the conductor of the first carrier received, without objection, the ticket of the plaintiff which entitled her to transportation in the reverse direction from that of the journey undertaken. She was given no voucher for this ticket and was subjected to insult from the conductor of the defendant, the second carrier, when she was unable to produce a voucher. *Held*, that the plaintiff cannot recover. *Robinson* v. *New York, N. H. & H. R. Co.*, 150 N. Y. Supp. 925 (App. Div.).

The court based its decision on the ground that the plaintiff had no valid contract of carriage and was therefore not entitled to any reparation for the injuries suffered. For a discussion of the proper theory underlying the law of public callings, see NOTES, p. 620.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — STATE REGULATION OF SALE OF STOCKS, BONDS AND OTHER SECURITIES. — An Arkansas statute required that before attempting to sell any securities, foreign and domestic investment companies, which were defined to include individuals and associations of individuals, should file full data regarding their plan of business, and financial condition, and certain reports, with the insurance commissioner, who was authorized to prohibit the business if in his judgment a company was not solvent, or was not maintaining a fair, just, and equitable plan of business, or did not promise a fair return. LAWS, 1913, p. 904. A foreign company engaged in selling investment home-purchasing contracts on an instalment plan and in making loans on the same, seeks to enjoin the enforcement of the statute. *Held*, that the statute is constitutional. *Standard Home Co.* v. *Davis*, 217 Fed. 904 (D. C., E. D. Ark.).

An individual who received stock in a mining corporation in return for property conveyed, and later sold the stock in violation of a West Virginia statute of similar purport, LAWS, 1913, c. 15, now seeks to enjoin criminal proceedings against him, on the ground that the statute is unconstitutional. *Held*, that the statute is unconstitutional. *Bracey* v. *Darst*, 218 Fed. 482 (D. C., N. D. W. Va.).

These cases have brought before the courts the "Blue Sky Laws" of two more states. In the Arkansas case, the problem of the constitutionality of state regulation of the sale of stocks and bonds was not squarely presented. The company in question was engaged rather in the loan and investment business than in the sale of securities, but the court said broadly that the statute had such a reasonable relation to the public welfare that it would be sustained as an exercise of the police power. No objection, furthermore, could be made to the regulation as an interference with interstate commerce, for the business, while interstate, closely resembled insurance and was not commerce. *Cf. New*

York Life Ins. Co. v. *Deer Lodge County*, 231 U. S. 495. In the West Virginia case, the court carefully distinguishes the statute involved from the Florida law which was recently upheld, on the ground that that statute was merely a regulation of corporate business, and did not apply to individuals. *Ex parte Taylor*, 66 So. 292. In its application to individuals, the court held the statute bad as a deprivation of property without due process of law, a denial of the equal protection of the laws, and as an interference with interstate commerce. This view accords with the Iowa and Michigan decisions. *William R. Compton Co.* v. *Allen*, 216 Fed. 537; *Alabama & New Orleans Transportation Co.* v. *Doyle*, 210 Fed. 173. For a discussion of the principles involved in these cases, see 27 HARV. L. REV. 741.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — WAREHOUSE RECEIPT MADE CONCLUSIVE EVIDENCE. — A statute declared that a warehouseman should not be permitted to deny that the person to whom a warehouse receipt was issued was the owner of the grain represented by the receipt, and that possession of the receipt should be conclusive evidence of such ownership as far as the duties of the bailee were concerned. SO. DAK. LAWS, 1903, c. 8. The defendant warehouseman pleads voluntary delivery to the true owner as a defense to an action by the holder of a warehouse receipt. At a previous hearing the court held that nothing but a surrender under legal process would be a defense under the statute. *Held*, that the statute, as construed, is constitutional. *Street* v. *Farmers' Elevator Co.*, 149 N. W. 429 (S. D.).

It is clear that the legislature may regulate the rules of evidence, and that this statute could not possibly be unconstitutional as an interference with the functions of the judiciary. Thus statutes declaring tax deeds *primâ facie* evidence of the validity of the sale are universally upheld. *Marx* v. *Hanthorn*, 148 U. S. 172. It is equally clear that any change in the substantive law, whether labelled a rule of evidence or not, will be unconstitutional if it has the effect of taking property without due process of law. So a statute which, by making an independent fact conclusive evidence against a party, deprives him of the opportunity of having his rights determined in a court of law, is unconstitutional. *Meyer* v. *Berlandi*, 39 Minn. 438, 40 N. W. 513; *McCready* v. *Sexton*, 29 Ia. 356. See *Cairo & Fulton R. Co.* v. *Parks*, 32 Ark. 131, 145. But a statute which merely makes a deliberate contract act of a party operate as an estoppel against him, appears to be unimpeachable. *Orient Insurance Co.* v. *Daggs*, 172 U. S. 557; *Yazoo & M. V. R. Co.* v. *G. W. Bent & Co.*, 94 Miss. 681, 47 So. 805; *Peever Mercantile Co.* v. *State Mutual Fire Insurance Co.*, 25 S. D. 406, 127 N. W. 559. This seems to be the real nature of the statute in the principal case. As construed by the court it does not permit the warehouseman to defend by proving voluntary delivery to the true owner, but it still involves no real danger that the warehouseman will be deprived of his property without due process of law. *Street* v. *Farmers' Elevator Co.*, 33 S. D. 601, 146 N. W. 1077. It was, therefore, properly held constitutional. But see *Missouri, K. & T. Ry. Co.* v. *Simonson*, 64 Kan. 802, 68 Pac. 653; 16 HARV. L. REV. 141.

CONSTITUTIONAL LAW — IMPAIRMENT OF THE OBLIGATION OF CONTRACTS — CONTRACT BY STATE NOT TO EXERCISE THE RATE-MAKING POWER. — In pursuance of its statutory right to fix its own passenger and freight rates, a railroad contracted with the defendant to freight lumber at a special rate, so long as the defendant operated a certain mill. Subsequently, the Railroad Commission Act made it unlawful for any railroad to charge a greater or less rate than that required to be filed. The plaintiff thereupon filed a reasonable tariff, in excess of the contract rate. The plaintiff now sues to recover the filed tariff charges. *Held*, that the plaintiff may recover. *Minneapolis, St. P. & S. S. M. Ry. Co.* v. *Menasha W. W. Co.*, 150 N. W. 411 (Wis.).